

ADVERTISEMENT

**Department of Corrections
Out of State
Incarcerated Inmate Housing**

The Vermont Department of Corrections is soliciting proposals to provide for the confinement and supervision for up to 50 Vermont inmates in an out of state facility. These inmates are Minimum, Medium and Close custody offenders under the Vermont Department of Corrections classification system. However they may score at higher custody levels under other states classification systems. Please provide appropriate information regarding your state's classification system as well as laws and requirements for housing inmates from other states. Please provide a quote that includes all of the following:

- A) Cost of housing, include starting per diem rate also any inflationary costs during the life of the contract.
- B) Transportation of these inmates from Springfield, Vermont to your site,
- C) Medical to include the vendor being responsible for inpatient hospital and surgery charges for the first 72 hours an inmate is confined in a hospital or the first twenty thousand dollars (\$20,000.00) whichever comes first,
- D) Contractor shall provide the Vermont Contract Monitor office space that has a lock which is not master keyed, a desk, chair, telephone/fax/computer lines (for internet access only). Contractor will not be responsible for fax or non-business related telephone costs.
- E) Contractor shall ensure the facilities used have video conferencing capabilities. VTDOC will be invoiced monthly for any and all costs associated with video conferencing use by the VTDOC.
- F) Please include any pertinent information should your company build in the Northeast. Include time frame and per diem cost.

The contractor shall provide necessary care and treatment, to include food, clothing, appropriate housing, education, training, work programs, and all routine medical, mental health and dental care. The contractor shall provide safe, supervised confinement and maintain proper discipline and control. The contractor shall faithfully execute the sentences and orders of the committing courts.

For submission format and guidelines contact Ray Flum, Supplemental Housing Manager, Department of Corrections,
103 South Main Street, Waterbury, VT 05671-1001.

**STATE OF VERMONT
AGENCY OF HUMAN SERVICES
DEPARTMENT OF CORRECTIONS**

**103 South MainStreet
Waterbury, Vermont05671-1001**

OUT OF STATE INCARCERATED INMATE HOUSING

Request for Proposal
January 2011

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1. Introduction

The Vermont Department of Corrections is seeking proposals to provide for the confinement and supervision for up to 50 Vermont inmates in an out of state facility. . These inmates are Minimum, Medium and Close custody offenders under the Vermont Department of Corrections classification system. However they may score at higher custody levels under other state's classification systems. Please provide appropriate information regarding your state's classification system as well as laws and requirements for housing inmates from other states. Please include information concerning the transportation of these inmates from Springfield, Vermont to your site. Please provide the following quotes A) Cost of housing, B) Cost of transportation, and C) Inclusive cost for housing and transportation. The contractor shall provide care, incarceration and access to services to Vermont inmates. The care includes providing necessary food, clothing, appropriate housing, and all necessary routine medical, mental health and dental care (consistent with Appendix 1 – Description of Health Services). The contractor shall provide facility/facilities adequate to meet the physical needs of Vermont inmates, and provide programs of education, training, and treatment. The contractor shall provide safe, supervised confinement and maintain proper discipline and control of the environment. The contractor shall faithfully execute the sentences and orders of the committing courts. This contract may have a duration of up to two (2) years with the possibility of up to two (2) years of extensions, depending on available funding and at the discretion of the State of Vermont. In the event the State of Vermont, it's agents and/or employees are subject to complaint and/or suit in connection with the services provided and/or fail to provide pursuant to the contract, the contractor will be responsible for the defense and indemnification. See Appendix 2, Attachment C, paragraph 5.

2. Procurement Overview

The Vermont Department of Corrections (DOC) is issuing this Request for Proposals (“RFP”) to execute a contract for up to 50 incarcerated beds in an out of state facility.

2.1 Contract Term

The Department intends to award this contract for a period of a two (2) year period beginning 6/1/2011 and ending 5/31/2013, with the right to extend the contract for two (2) additional one year terms, depending on available funding and at the discretion of the State. Standard conditions by which the contract will be governed are detailed in Appendices 2, 3 and 4.

2.2 Point of Contact

Questions concerning this Request for Proposals must be directed in writing by mail, e-mail or fax to:

Ray Flum, Supplemental Housing Manager
ray.flum@ahs.state.vt.us
Vermont Department of Corrections
103 South Main Street
Waterbury, VT 05671-1001
Fax #: 802-241-1933

2.3 Bidder’s Conference

Prospective proposers will have an opportunity to ask questions regarding this procurement at a bidder’s conference scheduled for **January 27, 2011 at 10:00 AM ET**. The conference will be held at the following location:

Vermont Department of Corrections
Chapel Conference Room
103 South Main Street
Waterbury, Vermont 05671-1001
802-241-1934

Attendance at the bidder’s conference is not mandatory but is strongly recommended. The conference is intended to be an interactive exchange of information, with appropriate State of Vermont staff available to provide clarification and/or answers to questions.

Proposers may submit written questions and discussion points in advance of the bidder’s conference. Written copies of the submitted questions will be distributed to attendees of the bidder’s conference. The State will respond verbally to written and verbal questions at the conference. Information and answers to questions will **not** be transcribed for distribution to interested parties not in attendance.

2.4 Submission Deadline and Address

To be considered a valid proposal, one original and 6 duplicates must be received at the following

address no later than **12:00 noon PM ET on February 10, 2011**. **Faxes and late responses will not be accepted.**

Ray Flum, Supplemental Housing Manager
Vermont Department of Corrections
103 South Main Street
Waterbury, Vermont 05671-1001

A public bid opening will be held on **February 10, 2011** at 1:30 PM ET. At the public bid opening, the State of Vermont reserves the right to not disclose items which will compromise contract negotiations.

The Department reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals. The Department will not pay for any information herein requested nor will the Department be responsible for any costs incurred by the proposer. All proposals shall become the property of the Department upon submission. The Department reserves the right to negotiate final price and terms during the contract negotiation phase. Any proprietary information offered by proposer should be clearly indicated and the basis, upon which such proprietary interest is asserted.

2.5 Letters of Intent

Proposers are required to submit a letter of intent by **4:30 PM ET January 20, 2011** and sent to the point of contact identified in section 2.2 of this RFP. The letter of intent will not be considered binding. The letters shall result in the inclusion of the interested party on the distribution list for future correspondence relative to this offer.

2.6 Request for Proposal Amendments

The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the contract.

2.7 Appeal of decision

Proposers who are dissatisfied with the outcome of the decision may appeal to:

Andrew Pallito, Commissioner of Corrections
Department of Corrections
103 So. Main St.
Waterbury, VT 05671

3. Proposal Submission Requirements

3.1 General

The proposer and any subcontractors, if any, must furnish evidence of experience in providing these services for public entities. Preference will be given to proposers with relevant experience.

3.2 Proposal Format

3.2.1 These instructions, formats and approaches for the development and presentation of proposal information are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the vendor's proposal. There is no intent to limit the content of the proposals nor in any way inhibit a presentation in other than the vendor's favor. The vendor may include such additional information or data as may be appropriate, but may not exclude any portion requested in this document.

3.2.2 Proposals should be submitted on double-sided (8 ½" x 11") paper without permanent binding; loose-leaf binding is permissible. Any attachments or exhibits must be reduced to letter size. Ink and paper colors must not prevent entire proposal from being photocopied. The use of divider tabs is required.

3.2.3 Proposers must submit an original and 6 copies of the proposal. The original should be clearly marked on the outside cover as such. All signatures in the original proposal must be in blue ink.

3.3 Proposal Contents

Each of the major sections identified below should be separately tabbed, for easy identification. Every page of the proposal must be numbered sequentially, including attachments and appendices.

3.3.1 Transmittal Letter

A transmittal letter must accompany the proposal. The letter must be in the form of a standard, business letter signed in blue ink by an individual authorized to legally enter into a contract on behalf of the proposer. The transmittal letter must include a statement indicating that the vendor is a corporation or legal entity. The transmittal letter must identify individuals involved in the preparation of the proposal. The transmittal letter must contain a statement identifying any subcontractor that will be used in their project. If a subcontractor is used, a transmittal letter must be signed by them indicating the scope of their work to be performed and their qualification. The transmittal letter must contain a statement acknowledging the Customary State Contract provisions described in Item #6. The transmittal letter must state the proposer has read, understands and is able to comply with all standards and participation requirements described in the RFP. It must include a statement of acceptance, without qualification, of all terms and conditions outlined in this RFP. Any suggestions for alternate language, which the Department is under no obligation to accept, must be clearly stated.

The transmittal letter must state the proposer had sole and complete responsibility for the completion of all services provided under the contract, including any and all subcontractors, except for those items

specifically defined as Department responsibilities. The transmittal letter must contain a statement in which the proposer certifies that, in connection with this contract, the proposal was developed independently, without collusion, conflict of interest, consultation, communications or agreement for the purpose of restricting competition, as to any matter relating to the proposal of any other proposer or competitor. In addition, the proposer must state the prices quoted have not been knowingly disclosed by the proposer prior to award, either directly or indirectly, to any other proposer or competitor. The transmittal letter must contain a statement attesting to the accuracy and truthfulness of all information contained in the proposal. The transmittal letter must also contain information regarding any state statutes or other applicable provision of law that may at any level impact the requirements of services to be performed pursuant to this agreement.

The transmittal letter must contain a statement of Affirmative Action that the proposer does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, sexual orientation, marital status, political affiliation, national origin or handicap and complies with all applicable provisions of Public Law 101-336, American Disabilities Act.

3.3.2 Executive Summary

The Executive Summary should provide an overview of the proposing organization and a general description of the approach to meet the requirements of the RFP. It should also identify the proposer's primary contact, their address, telephone number and fax number. (The Executive Summary is generally no longer than two single-spaced pages.) It must briefly state the proposer's understanding of the project objective, and the role and responsibility of the vendor in meeting the objectives. Subcontractors must provide an Executive Summary as well.

3.3.3 Corporate Background and Experience

Provide a synopsis of the company, years in business, experience with the service proposed, special areas of expertise, etc. Subcontractors must provide the same information.

3.3.4 Financial Stability

In addition to the bonding and insurance requirements that will be required of successful candidates, the proposal must demonstrate that the proposer is currently financially stable and the future financial conditions are not likely to jeopardize the proposer's ability to provide service to the Department. This should be in the form of Audited Annual Financial Statements. Subcontractors must also provide evidence of financial stability.

3.3.5 References

The proposal must identify at least five (5) references who can be contacted regarding their recent experiences with the proposer. The references must be specific as to the nature of the experience with the proposer and include contact person's name, business address and phone number. Subcontractors must also provide five (5) references.

3.3.6 Key Personnel

The proposer must identify key personnel, their position and job description as well as a current resume for all key personnel. In addition, this section should clearly delineate how their responsibility and authority are divided.

4. Evaluation Criteria

A contract award will be made to the proposer whose proposal is determined to be the most advantageous to the State, taking into account price and other evaluation criteria as set forth in this RFP. Staff of other agencies and consultants may be involved in the evaluation of the proposals. The DOC reserves the right to reject any and all proposals submitted in response to this RFP.

During the evaluation process, proposers may be contacted for the purpose of obtaining clarification of their response. However, no clarification will be sought if a proposer completely fails to address a feature contained in the RFP document. If the failure was in response to a mandatory feature, the proposer may be disqualified.

Proposals will then be evaluated and weighted using the following distribution between experience, technical and price:

Experience (including references)	30%
Technical	40%
Price	30%

The six criteria below are listed in no particular order and will be given significant consideration. Although the criteria below are material factors, they are not the sole or necessarily the determining factors in proposal evaluation. The entire proposal package will be examined and the proposal satisfying most of the Department's needs will be awarded the contract.

- 4.1** Experience in providing the services required under this contract.
- 4.2** The quality of the incarcerated environment, including, but not limited to, access to treatment services, medical services, programs, etc.
- 4.3** The distance from the facility to the State of Vermont.
- 4.4** Facility(ies) is accredited by the American Correctional Association. If not accredited, can demonstrate standards compliance.
- 4.5** Facility(ies) is accredited for health care by the National Commission on Correctional Healthcare and consistent with Appendix 1, Health Services. If not accredited, can demonstrate standards compliance.
- 4.6** The per diem rate of incarcerated beds, including transportation to and from a facility in the State of Vermont.

As part of its evaluation, the State may conduct interviews with one or more proposers. In such an event, proposers may be required to travel to Vermont, at their own expense, to participate in an on-site interview. Conversely, the State may elect to travel to the offeror's headquarters to conduct the interview, as well as tour its facilities.

Upon completion of the evaluation process, the Commissioner of the Department of Corrections may select a proposer with which to negotiate a contract, based on the evaluation findings and other such criteria as deemed relevant for ensuring that the decision is made in the best interest of the State. In the event the State is successful in negotiating with the proposer, the State will issue a notice of award. In the event the State is not successful in negotiating a contract with this proposer, the State reserves the option of negotiating with another

proposer. The State may cancel the procurement and make no award, if that is determined to be in the State's best interest.

5. Proposal Process

5.1 Acceptance of Proposals

- 5.1.1** Each proposer may submit one (1) proposal. Alternate proposals will not be allowed and will cause the rejections of the alternate proposal and any other proposal submitted by the proposer.
- 5.1.2** The State will accept all proposals properly submitted. After receipt of proposals, the State reserves the right to sign a contract, without negotiation, based on terms, conditions and premises of the RFP and the proposal of the selected proposer. Proposals must be responsive to all requirements in the RFP in order to be considered for contract award.
- 5.1.3** The proposal and its conditions must remain valid for six (6) months from the date of proposal submission.
- 5.1.4** The State reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with RFP and other contract requirements if the proposer is awarded the contract.
- 5.1.5** The State also reserves the right to request proposal clarification or correction, reject any or all proposals received, or cancel the procurement, according to the best interest of the State.

5.2 Proposal Amendment and Rules for Withdrawal

- 5.2.1** Prior to the proposal due date a submitted proposal may be withdrawn by submitting a written request to the point of contact identified in section 2.2 of this RFP. Withdrawal notice must be signed by the proposer's authorized agent.
- 5.2.2** Proposers are allowed to make amendments to their proposals if the change is submitted by the proposal due date subject to the conditions outlined in Subsection 4.1.1. The submission should be clearly labeled as Amendment to Proposal. Unless requested by Vermont Department of Corrections, the State will not accept any amendments, revisions or alterations to proposals after the proposal due date.

5.3 Cost of Preparing Proposals

All costs incurred by the proposers during the preparation of their proposals and for other procurement related activities will be the sole responsibility of the proposers. The State will not reimburse the proposers for any such costs.

5.4 Disposition of Proposals

- 5.4.1** The successful proposal will be incorporated by reference into the resulting contract and will be a matter of public record. If the proposal includes material that is considered by the proposer proprietary and confidential under Vermont law, the proposer shall clearly designate the material as such, explaining why such material should be considered confidential.
- 5.4.2** The proposer must identify each page or section of the proposal that they believe is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the proposer if the identified material were to be released. A general statement that an entire proposal is proprietary is not acceptable.
- 5.4.3** All material submitted by proposers becomes the property of the State of Vermont, which is under no obligation to return any material submitted by a proposer in response to this RFP. The State shall have the right to use all systems concepts, or adaptations of those ideas, contained in any proposal, and this right will not be affected by selection or rejection of the proposal.

5.5 Freedom of Information and Privacy Act

Proposers should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations of these Acts. By submission of a proposal, the proposer agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this contract, and all subcontractors hereunder.

5.6 Vermont Tax ID Number

A Vermont business account tax number is required if the contractor is a corporation or if the Contractor, under whatever form of business, has employees who are subject to Federal Income tax withholding and who perform their services within the State of Vermont. Contracts cannot be executed without a Vermont Tax ID.

5.7 Use of Subcontractors

The prime contractor will be responsible for all the work to be performed under this contract. Proposers must identify proposed subcontractors in their proposals, in the manner described within the proposal submission instructions. NOTE: In the event that a contract is procured, the contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the written approval of the State of Vermont. See Appendix 2, Attachment C, paragraph 13.

5.8 Bid and Performance Bond Requirements

The selected Contractor may be required to provide a performance bond before the effective date of the contract. The performance bond may be in the form of a surety bond from a company qualified to do business in the State of Vermont. More information regarding bond requirements will be provided during contract negotiations.

APPENDIX 1 – DESCRIPTION OF HEALTH SERVICES

It is the intent of the State that inmates receive care comparable to that available to inmates in Vermont. The Contractor's written policies and procedures will describe health services, medical services and dental services to be provided. At a minimum, these must meet ACA standards, federal, state and local laws and regulations, and the following State policies and procedures.

A. Reception Screening

Contractor shall conduct a receiving screening on all newly admitted State inmates within twenty-four (24) hours of the inmate's arrival at the Contractor's facility. This screening shall be conducted by a qualified medical professional and shall include review of State medical information and the following:

- 1) inquiry into current and past illnesses, health problems and conditions;
- 2) any past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, lethargy, weakness, weight loss, loss of appetite, fever, night sweats) suggestive of such illness;
- 3) mental illness, including suicide risk;
- 4) dental problems;
- 5) allergies;
- 6) medications taken and special health (including dietary) requirements;
- 7) use of alcohol and other drugs, and any history of associated withdrawal symptoms;
- 8) other health problems designated by the responsible physician or medical professional performing the screening.
- 9) observation of the following:
 - behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors and sweating;
 - body deformities and ease of movement;
 - persistent cough or lethargy; and
 - condition of skin, including trauma markings, bruises, lesions, jaundice, rashes, infestations and needle marks or other indications of drug abuse.

B. Access to Services

At the time of initial intake, each inmate will be provided with a health care services orientation and information on how to access health care services while in the facility. The orientation will include:

- 1) purpose of intake history and physical evaluation, provision of emergency services, pharmaceutical services and policies, and infirmary and in-patient services;
- 2) specific sick call times and procedures;
- 3) procedures for obtaining physical and mental health care services.
- 4) health care services staffing, and the behavior expected of inmates while in the health care services area;
- 5) grievance procedures

C. Physical Examinations

Physical examinations shall be conducted annually or as clinically indicated. The Contractor shall conduct physical examinations in accordance with requirements of the National Commission on Correctional Health Care standards, including gathering of lab data.

D. Sick Call

Contractor will provide a sick call system which provides inmates with unimpeded access to health care services. Health care staff will collect, triage and respond to all inmate requests daily. The frequency of sick call will be consistent with NCCHC standards. If the inmate's custody status precludes attendance at sick call, appropriate measures will be taken to provide access to health care services.

E. Emergency Services

Contractor is required to provide an immediate response to inmates with emergency health care needs. Contractor will have twenty-four (24) hour physician coverage or telephone on-call coverage and specific written policies and procedures to address emergency response and the emergency transfer of inmates. Contractor shall ensure that an inmate's medical chart accurately and completely documents all services provided by Contractor and community health care providers in emergency situations.

F. Inpatient Services

Contractor shall staff and utilize infirmary beds available at Contractor's facilities for admissions which do not require hospitalization. Inmates requiring respiratory isolation will be housed in a designated negative air pressure room. The Contractor shall comply with state and federal laws and NCCHC standards with respect to the management and operation of infirmary facilities.

G. Hospitalization

Contractor shall identify the need, schedule, coordinate and pay for any inpatient hospitalization and related services for any inmate of a State correctional facility, consistent with terms of paragraph __\$__. Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by community health care providers.

Under no circumstances shall Contractor limit or delay access to inpatient hospitalization for inmates identified as needing this level of care. If the State believes that the Contractor is not transporting inmates needing inpatient hospitalization in timely fashion, the State shall audit the case. Failure to reach satisfactory resolution of such a case may be grounds for termination of the contract by the State.

H. Specialty Outpatient Services

Contractor shall arrange for qualified medical specialists to visit the facilities so inmates may be maintained within the security of the Contractor facility. If necessary, an outside referral will be made for services that cannot be provided at the facility. To the degree possible, diagnostic testing will be performed on-site. A referral process will be initiated to provide specialists with all pertinent information needed to facilitate timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings in the form of a written referral.

Contractor shall be responsible for scheduling, authorizing and coordinating all specialty services. All inmates returning from outside hospital stays or clinic visits will be seen immediately upon return by a medical professional, and a progress note regarding the review will be documented in the inmate's health care record. Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by the community health care provider.

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as needing this care. If the State believes that the Contractor is not providing specialty services in a timely fashion, the State shall audit the case. Failure to reach satisfactory resolution of such a case may be grounds for termination of the contract by the State.

I. Laboratory Services

Contractor shall provide lab diagnostic testing. Laboratory testing will include routine, special chemistry and toxicology analysis. The laboratory will meet all applicable state and federal requirements for specimen handling, testing and reporting. All services provided shall meet standards set forth by the American College of Pathology.

J. Radiology Services

A radiology technician will be available to provide radiology services. Inmates will be referred off-site for procedures beyond the scope of services provided on-site. A Board-Certified radiologist will read the studies in a timely manner. The radiology report will be documented and maintained in the inmate's health care record. The Contractor's Medical Director will review, initial and date all radiology reports. A verbal notification of all positive findings will be furnished to the Medical Director or his/her designee within three (3) working days; this verbal notification is to be followed up by a written notice of findings within ten (10) working days.

K. Diet Therapy

Special diets will be available to inmates when medically indicated and ordered. Contractor will document the need and dietary services required. The inmate's orientation to the therapeutic diet will be documented in the health care record. In accordance with NCCHC standards, Contractor shall coordinate reviews of all diets at least every six (6) months with a registered dietitian.

L. EKG Services

Contractor shall provide EKG services and necessary EKG equipment. The EKG contract will provide for immediate reading and reporting of results of EKG. Nursing staff will receive in-service training related to EKG services.

M. Medical Prosthetics

Contractor shall provide prosthetic devices to inmates as medically indicated. Prosthetics will be selected according to community standards, but also must conform to security requirements of the State. The costs associated with providing prosthetics may be borne by the State. In such cases, prior approval by the contract manager is required.

N. Optical Services

Contractor shall identify the need, schedule, coordinate and pay for the dispensing, evaluation, and fitting services of an optometrist. Inmates requesting health care services for visual problems will be evaluated using the Snellen eye chart by nursing staff. If a visual deficiency beyond 20/40 is identified, the inmate will be referred to Contractor's optical service provider.

Contractor shall provide one (1) set of eyeglasses to inmates if prescribed and deemed necessary by the optometrist. Inmates requiring treatment and services beyond the scope of services offered on-site will be transported to specialists in the community. Inmates shall be eligible to receive follow-up eye exams every two (2) years.

O. Pharmaceuticals

Contractor shall provide a total pharmaceutical system, including medications prescribed by mental health care providers, which is sufficient to meet the needs of the State inmates. Contractor shall be responsible for the costs of drugs administered under the contract, consistent with the limitations described in Attachment B. Policies, procedures and practices addressing pharmaceuticals will be in compliance with all applicable state and federal regulations.

The pharmaceutical system will have the following components:

- 1) Medication ordered by a qualified provider (physician, psychiatrist, nurse-practitioner, dentist) will be appropriately documented in the MAR and health record.
- 2) A pharmaceutical inventory will be established to facilitate the initiation of pharmaceutical therapy upon the physician's order. An inventory control system will be implemented to ensure the availability of necessary and commonly prescribed medications, and to protect against the loss of pharmaceuticals. All pharmaceuticals will be prepared, maintained and stored under secure conditions.
- 3) An adequate and proper supply of antidotes and emergency medications will be available.
- 4) Contractor will maintain a formulary listing the available medications, and this formulary shall be available to the State.
- 5) While it is recognized that formulary prescribing is the norm, cases may arise in which non-formulary medications are determined to be the most effective treatment. When this occurs, the non-formulary medication will be made available to the inmate. Consultation with the State on specific cases requiring non-formulary medications should be initiated by the Contractor as necessary.

P. Medication Administration

The Contractor shall maintain a medication administration system which meets the needs of State inmates. Medication will be administered to inmates by nurses or other authorized personnel three (3) times daily or as ordered. The administration of each medication will be documented on a medication administration record. Documentation on the medication administration record will clearly indicate those instances when an inmate refuses a medication or is not available to receive a medication. Medication administration times will be adjusted to meet the needs of inmates who participate in work details or classes. If an inmate refuses a specific medication three (3) times, the inmate will be counseled and requested to sign a refusal form.

Q. Dental Services

Contractor shall provide on-site dental services which include preventive and restorative care. The initial dental appraisal and instruction in oral hygiene will be conducted at the time of the initial health appraisal by trained registered nurses and within fourteen (14) days of admission. The Contractor's provision of a dental screening for all referred inmates shall be conducted by a licensed dentist. Nurses who provide oral hygiene instruction will receive in-service training.

Inmates may request dental services in accordance with the Contractor's protocols and procedures. Inmates will be seen as soon as practicable, based on acuity of need. Inmates who require treatment beyond the capabilities of the Contractor's licensed dentist will be referred to a dental specialist. Dental prostheses will be provided as determined by a licensed dentist.

R. Hepatitis Treatment

It is recognized by the Parties that the prevalence of hepatitis in prison populations is higher than the general public. The Contractor will provide appropriate treatment, consistent with NCCHC and/or CDC guidelines, according to protocols developed by the Contractor.

S. Mental Health Services

The Contractor shall provide all services related to the mental health needs of State inmates, including assessment, diagnosis, treatment, pharmacology and psychopharmacology. Inmates being transferred to the Contractor will be screened by the State for mental health needs, restrictions and necessary accommodations prior to transfer. Information pertaining to mental health treatment will be conveyed in written form and, if necessary, verbal communication to insure continuity of care. The Contractor will provide written documentation of mental health treatment activities, including refusal of care.

T. Suicide Prevention and Crisis Intervention

The Contractor shall provide routine screening and evaluation of inmates to assess and prevent suicidal ideation or behavior. When an inmate is suspected of being at risk of harm to himself, the Contractor shall take all necessary measures and interventions to insure the inmate's safety. Compliance with standards of professional practice shall be followed.

When an inmate experiences psychiatric emergencies or crisis, the Contractor will take all necessary measures to respond to the inmates needs and assure safety of the inmate and staff.

Contractor shall document all relevant information and interactions with suicidal inmates and include relevant information in the inmate's medical chart. Communication with the State shall be initiated if an inmate engages in serious suicidal conduct or shows symptoms of serious psychological deterioration.

U. Health Care Records

The Contractor shall maintain a problem-oriented health care record, and will include medical, dental, chemical dependency, and mental health care information. Contractor will provide full and unrestricted access to and copies of the appropriate health care record to the State within the scope of legal and regulatory requirements and in accordance with the State's policies, procedures and directives.

The standardized health care record shall contain the following information:

- Problem list;
- Completed intake screening form;

- Health appraisal form;
- Clinical (SOAP) notes;
- Physician orders;
- Inmate requests for health care services, including illnesses and injuries;
- All diagnostic findings, treatments and dispositions;
- Prescribed medications and their administration;
- Laboratory, radiology and other diagnostic studies;
- Consent and refusal forms;
- Release of information forms;
- Place, date and time of health care encounters;
- The health care provider's name and title;
- Hospital reports and discharge summaries;
- Intra-system and inter-system transfer summaries;
- Specialized treatment plans;
- Consultation forms;
- Health Care Services reports;
- Inmate medical grievance forms;
- Documentation of all medical, dental and mental health care services provided, whether from inside or outside the facility.

A health care record will be initiated during the inmate's first health care encounter and shall contain complete and accurate records of health care services provided during the individual's incarceration at Contractor's facilities. The State will provide health information at the time of transfer, and the Contractor shall provide relevant records to the State upon an inmate's return to the State's custody. The health care provider's signature and title will be recorded for each encounter. All outside health care services, such as laboratory results, or physician consultation reports, will be filed as part of the permanent health care record. Health care records shall be maintained securely and in a confidential manner at all times.

The Parties agree to work collaboratively and cooperatively with respect to resolving any issues pertaining to HIPAA regulations. This may include memoranda of understanding clarifying the Parties respective roles and obligations under the ACT. It is understood that clear and open lines of communication, including sharing of health information, is necessary for the smooth and efficient execution of this contract.

V. Quality Assurance and Improvement Program

The Contractor shall implement a Quality Improvement Program ("QIP"), as set forth by NCCHC standards. The program will be designed to assure that quality is provided in the most appropriate and cost-efficient manner for the DOC. The program shall allow development of site-specific plans reflective of the facility's health care services systems.

The program shall consist of the following elements:

- Risk Management - Contractor shall establish a logical and thorough system of policies and procedures to minimize exposure to liability. Risk management activities focus on the identification of clinical events which have, or may have, the potential of placing the inmate, health care provider, or the facility at risk. Identified risk areas are investigated and analyzed to develop policies and procedures that reduce risk and maintain a safe clinical setting. The QIP shall include a safety component to provide a safe environment for inmates, employees and visitors.
- Infection Control - Contractor's infection control policies and procedures shall focus on the prevention, identification and control of diseases acquired in the facility setting or brought in from the outside community. The infection control program will address hand washing, housekeeping,

decontamination, disinfection and sterilization of equipment and supplies, medical isolation, infectious and parasitic laundry, infectious waste, pest control and parasite infected environments.

- Utilization of Services – Contractor shall collect and monitor statistical data to detect potential problems. Volume data reporting forms will be used to report data and to track the utilization of health care services on a year-to-date basis. All deviations will be reviewed for problem identification. Contractor will monitor the utilization of all health care services provided off-site, as compared to national data on incarcerated populations, and will be readily available for telephone consultations. Contractor shall provide the State with a monthly report identifying those inmates transferred off-site to the hospital emergency department, and a status report on all inmates in local hospitals and infirmaries. Contractor's volume data reporting forms will also be used to prepare a narrative report on the types and numbers of services provided.
- Inmate Grievances - Grievances are reviewed to identify potential areas of concern and to determine if problematic patterns exist. Inmate grievances will be documented in a log to assist in monitoring compliance with policy and procedure related to inmate grievances and to summarize those areas which are frequently the topic of inmate dissatisfaction. All inmate grievances will be responded to within ten (10) days of receipt and included in monthly reporting.

The State and Contractor shall identify personnel who will communicate about the QI program. The Contractor shall provide monthly reports to the State detailing levels of service provided and systems issues encountered. The content and form of these reports shall be determined by the Parties.

W. NCCHC Accreditation

The Contractor shall work in good faith to pursue NCCHC accreditation and shall receive accreditation for these sites, or any other sites where State inmates are housed, within twelve (12) months of the commencement date of the contract. If the accreditation criteria are not met, the State will impose a 30 day warning and grace period. If the accreditation plan criteria are not met after the 30-day warning period, the State reserves the right to impose a \$500.00 penalty per day until the criteria are met.

X. Inmate Death

Written policies and procedures shall provide for the prompt notification of the State in case of serious illness, surgery, death or injury. Any death of an inmate assigned to the facility shall be reported immediately to the proper officials. A post-mortem examination shall be conducted on all residents who die while in the custody of the Facility. The Parties shall communicate with each other to determine the most appropriate way to convey notice of an inmate's death to his next-of-kin.

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APPENDIX 2

ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS

1. **Entire Agreement.** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This contract will be governed by the laws of the State of Vermont.
3. **Appropriations.** If this contract extends into more than one fiscal year of the state (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for Contractors.** The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any federal or state taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability.** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract. The Contractor shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this contract.
6. **Insurance.** Before commencing work on this contract the Contractor must provide certificates of insurance to show that the following minimum coverage are in effect. The Contractor must notify the State no more than 10 days after receiving cancellation notice of any required insurance policy. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract. Failure to maintain the required insurance shall constitute a material breach of this contract.

Workers Compensation: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractors' Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

STATE OF VERMONT
CONTRACT FOR SERVICES

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire Legal Liability

Automotive Liability: The Contractor shall carry automotive liability insurance covering all owned, non-owned and hired vehicles used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 Combined single limit.

Professional Liability: Before commencing work on this contract and throughout the term of this contract, the Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$ N/A per occurrence.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit.** The Contractor will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal government. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
9. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

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CONTRACT FOR SERVICES

II. **Taxes Due to the State.**

- a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal resource to contest the amounts due.
12. **Child Support.** (Applicable if Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. **Subcontractors.** The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph II above.

Notwithstanding the foregoing, the State agrees that the Contractor may assign this contract, including all of the Contractor's rights and obligations hereunder, to any successor in interest to the Contractor arising out of the sale of or reorganization of the Contractor.

14. **No Gifts or Gratuities.** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
15. **Copies.** All written reports prepared under this contract will be printed using both sides of the paper.
16. **Access to Information.** The Contractor agrees to comply with the requirements of AHS Rule No. 96-23 concerning access to information. The Contractor shall require all of its employees performing services under this contract to sign the AHS affirmation of understanding or an equivalent statement.

STATE OF VERMONT
CONTRACT FOR SERVICES

17. **Suspension and Debarment.** Non-federal entities are prohibited by Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (sub-awards to sub-recipients). By signing this contract, current Contractor certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.
18. **Health Insurance Portability & Accountability Act (HIPAA).** The confidentiality of any health care information acquired by or provided to the independent contractor shall be maintained in compliance with any applicable state or federal laws or regulations.
19. **Abuse Registry.** The Contractor agrees not to employ any individual, or use any volunteer, to provide for the care, custody, treatment, or supervision of children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid childcare license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Abuse Registry. (See 33 V.S.A. §4919 & 33 V.S.A. §6911).
20. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of State and Federal law pertaining to such agencies.
21. **Non-Discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

APPENDIX 3

ATTACHMENT D - Rev. 2/4/99
NOTICE TO PERSONAL SERVICE CONTRACTORS

PAYMENT TERMS AND CONDITIONS
FOR PERSONAL SERVICE CONTRACTORS

In accordance with the Agency of Administration Bulletin 3.5, as revised 10 August 1995, effective immediately all personal service contracts will be paid through the State Payroll System if any of the following circumstances are evident:

1. The Department exercises, in effect, supervision over the daily activities, times of work or the means and methods by which the Contractor provides the services.
2. The services rendered are categorically typical of those provided by the Department.
3. The Contractor does not customarily engage in an independently established trade, occupation, profession or business or does not retain the ability to engage other clients during the term of the contract.

The foregoing circumstances are indicative of an "employee/employer" relationship (in contrast to an "independent contractor" status) within which the State of Vermont may have potential for certain tax and unemployment liabilities. Mere description of a relationship as "contractual" is meaningless if the nature of the contractual relationship reflects any of the three circumstances described above.

Payment via the State Payroll System does not in any fashion convey benefits of State employment but is a convenience and protection for the State of Vermont in processing a contractor's payments. A contract paid through the State Payroll System will have both State and Federal income taxes withheld, as well as the FICA contributions due from the contractor. The State's share of FICA will be paid from the Department's personal service appropriation. The State will not pay any fringe benefits to the contractor except State contribution amounts for taxes as a consequence of the contractor being reimbursed for services through the State Payroll System. The contractor is responsible to bill the State bi-weekly through payroll for services rendered under the terms of this contract through completion of appropriate State forms. All bills must be submitted by the contractor to the State within 60 days of termination of a contract. The State agrees to pay amounts due within 30 days of receipt of invoices for satisfactorily completed services.

In the event a personal services contractor does meet criteria as an "independent contractor" and is able to furnish acceptable documentation^[1] to that effect, payment will be made monthly on an invoice basis. Payment on invoice must be submitted to the contract manager for approval and be clear and specific as to dates, times and types of services rendered. Invoices must be submitted within 60 days of termination of a contract and the State agrees to pay invoices within 30 days of receipt of invoice for satisfactorily completed services.

I have read and understand the above-referenced terms and conditions as they may apply to my contract with the State of Vermont.

Contractor

Date: _____

APPENDIX 4

ATTACHMENT E

WORKERS COMPENSATION BENEFITS EXCLUSION (Dated 5/28/01)

The contractor understands and agrees that by accepting the terms of this contract, he/she is not entitled to worker's compensation benefits from the State of Vermont, Department of Corrections. 21 V.S.A., Chapter 9. The contractor is not a "worker" or "employee" for purposes of entitlement to worker's compensation benefits and instead is a person engaged by the State under a special agreement. See 21 V.S.A. § 601(12)(O)(iv) and (14)(F). Further, the contractor understands and agrees that the terms of payment under this contract include an amount that could be allocated toward the purchase by the contractor of insurance for workplace injuries sustained in connection with this contract.

Contractor
Name:

Date: _____

[1]

Evidence of a State tax number, proof of other clients services, provision of non-typical services for the State, etc.

APPENDIX 5

EVENT DEADLINE TABLE

Event	Due Date	Due Time (EST)	Location
RFP Issued	January 13, 2011 (Thursday)	RFP – mailed to known potential vendors RFP – advertised in Burlington Free Press and Rutland Herald twice for 2 weeks RFP – posted to State of Vermont Electronic Bulletin Board	
Letter of intent due	January 20, 2011 (Thursday)	By end of work day (4:30 PM EST)	<u>Send to Point of Contact</u> Vermont Department of Corrections 103 South Main Street Waterbury, VT 05671-1001
Questions Deadline	January 25, 2011 (Tuesday)	12:00 (noon) PM EST	Questions received after 1/25/11 will not be accepted
Bidders Conference	January 27, 2011 (Thursday)	10:00 AM EST	DOC Chapel Conference Room, Waterbury, VT 05671
Proposals Due	February 10, 2011 (Thursday)	12:00 (noon) PM EST	<u>Send to Point of Contact (address above)</u> <u>No faxes allowed</u>
Bid Opening	February 10, 2011 (Thursday)	1:30 PM EST	DOC Chapel Conference Room, Waterbury, VT 05671 (same room as Bidder's conference)
Request for tour	February 24, 2011 (Thursday)	4:30 EST	
Award Announcement	March 3, 2011 (Thursday)		Notification by phone and follow up letter
Contract Negotiations	March 8, 2011 (Tuesday)		
Finalize Contract	April 21, 2011 (Thursday)		
Contractor Start Date	June 1, 2011 (Wednesday)	12:00 AM	